

1 BILL NO. S-91-12-*34*

2 SPECIAL ORDINANCE NO. S-*338-91*

3 AN ORDINANCE approving CONTRACT FOR  
4 RES. #915-91, CLEARVIEW  
5 DRIVE/HILLEGAN ROAD (EDLU DRIVE)  
6 SANITARY SEWER IMPROVEMENT between  
7 DAVE'S EXCAVATING, INC. and the City  
8 of Fort Wayne, Indiana, in  
9 connection with the Board of Public  
10 Works.

11 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL  
12 OF THE CITY OF FORT WAYNE, INDIANA:

13 SECTION 1. That the CONTRACT FOR RES. #915-91,  
14 CLEARVIEW DRIVE/HILLEGAS ROAD (EDLU DRIVE) SANITARY SEWER  
15 IMPROVEMENT by and between DAVE'S EXCAVATING, INC. and  
16 the City of Fort Wayne, Indiana, in connection with the  
17 Board of Public Works, for:

18 construction of a sanitary sewer  
19 more specifically described as  
20 follows:

21 MAINLINE DESCRIPTION: Beginning at Structure  
22 #1 seventy (70') feet West of the West right-  
23 of-way line of Moore Drive and thirty-nine  
24 (39') South of the North right-of-way of  
25 Butler Road; thence North a distance of four  
26 hundred (400') feet to a Structure #2; thence  
27 North a distance of one hundred eighty-five  
28 (185') feet to Structure #3; thence West a  
29 distance of four hundred (400') feet to  
30 Structure #4; thence West a distance of one  
31 hundred sixty-five (165') feet to Structure  
32 #5; thence North a distance of one hundred  
80' feet to cleanout #2.

the Contract price is THIRTY-THREE THOUSAND THREE HUNDRED  
SIX AND NO/100 DOLLARS (\$33,306.00), all as more  
particularly set forth in said Contract, which is on file  
in the Office of the Board of Public Works and, is by  
reference incorporated herein, made a part hereof, and is  
hereby in all things ratified, confirmed and approved.  
Two (2) copies of said Contract are on file with the  
Office of the City Clerk and made available for public  
inspection, according to law.

SECTION 2. That this Ordinance shall be in  
full force and effect from and after its passage and any  
and all necessary approval by the Mayor.

Charles B. Codd  
Council Member

APPROVED AS TO FORM  
AND LEGALITY

J. Timothy McCaulay  
J. Timothy McCaulay, City Attorney

## SEWER CONSTRUCTION CONTRACT

Board Order 83-90

Contract 915-1991

Work Order 73806

**THIS CONTRACT** made and entered into in triplicate this 4 day of December, 1991, by and between DAVE'S EXCAVATING, INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works and Safety, herein called OWNER;

**WITNESSETH**, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

### **ARTICLE 1: SCOPE OF WORK**

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

MAINLINE: Beginning at Structure #1 seventy (70') feet West of the West right-of-way line of Moore Drive and thirty-nine (39') feet South of the North right-of-way line of Butler Road; thence North a distance of four hundred (400') feet to a Structure #2; thence North a distance of one hundred eighty-five (185') feet to Structure #3; thence West a distance of four hundred (400') feet to Structure #4; thence West a distance of one hundred sixty-five (165') feet to Structure #5; thence North a distance of one hundred eighty (180') feet to Cleanout #2.

Lateral #2: Beginning at the aforementioned Structure #3; thence North a distance of fifty (50') feet to cleanout #1.

Said sewer shall be 8" in diameter.

All according to Fort Wayne Sewer Utility, Drawing No. 11252 , and do everything required by this contract and the other documents constituting a part hereof.

### **ARTICLE 2: THE CONTRACT SUM**

The owner shall pay CONTRACTOR for the performance of the contract, the unit price sum of THIRTY-THREE THOUSAND THREE HUNDRED SIX AND NO/100 (\$33,306.00). In the event the amount of work is increased

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**CLEARVIEW DRIVE/HILLEGAS ROAD SANITARY SEWER CONTRACT**

or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR'S Proposal.

### **ARTICLE 3: PROGRESS PAYMENTS**

The OWNER shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by OWNER upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department of the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.

### **ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT**

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineering Department of the OWNER to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety, which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon, the entire balance of the Contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

### **ARTICLE 5: WORKMEN'S COMPENSATION ACT**

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for Damages for injury to real or personal property, or for injury

sustained by any person growing out of any act or doing of CONTRACTOR, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor(s) in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

## ARTICLE 6: NONDISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of construction or upon request of the Office of Compliance.

## ARTICLE 7: PREVAILING WAGE SCALE

The CONTRACTOR agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

## ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids for Resolution No. 915-1991
- b. Instructions to Bidders for Resolution No. 915-1991
- c. Contractor's Proposal dated 23 October 1991
- d. Fort Wayne Engineering Department Drawing 11252
- e. Supplemental Specifications for Resolution No. 915-1991
- f. Workman's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.
- g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
- h. Prevailing Wage Scale.
- i. Performance and Guaranty Bond.
- j. Labor and Material Payment Bond.
- k. Right-of-Way Cut Permit.

1. Comprehensive Liability Insurance Coverage.
- m. Form 96.

## ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the CONTRACTOR shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the OWNER.

## ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to OWNER, within ten (10) days of the date hereof, a certificate from an insurer acceptable to OWNER showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to OWNER and in accordance with the Statutes of the State of Indiana.

## ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works and Safety of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

## ARTICLE 12: COMPLETION DATE

The CONTRACTOR agrees to complete the work specified in the contract within NINETY (90) consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

## ARTICLE 13: COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the OWNER by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common

Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

**ARTICLE 14:**

This contract is governed by Laws of the State of Indiana.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first above written.

**CONTRACTOR: DAVE'S EXCAVATING, INC.**

By: Dave Masiongale  
Dave Masiongale, President

**CITY OF FORT WAYNE**

By: \_\_\_\_\_  
Paul Helmke, Mayor

**BOARD OF PUBLIC WORKS**

By: Charles E. Layton  
Charles E. Layton, Director  
Public Works

By: Katherine A. Carrier  
Katherine A. Carrier, Member

By: Douglas M. Lehman  
Douglas M. Lehman, Director  
Administration and Finance

**ATTEST:**

Patricia Crick  
Patricia Crick, Clerk

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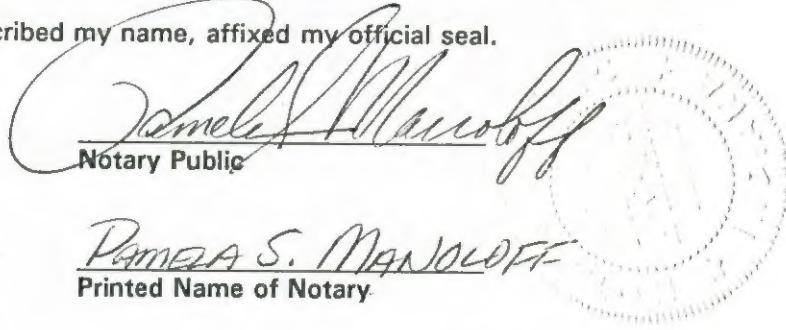
**CLEARVIEW DRIVE/HILLEGAS ROAD SANITARY SEWER CONTRACT**

ACKNOWLEDGEMENT

STATE OF INDIANA)  
SS:  
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 25th day of November, 1991, personally appeared the within named **Dave Masiongale**, who being by me first duly sworn upon his oath says that he is the President of **Dave's Excavating** and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of DAVE'S EXCAVATING, INC. for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

  
*Pamela S. Manoloff*  
Notary Public

*Pamela S. Manoloff*  
Printed Name of Notary

My Commission Expires:

3-19-93

Resident of Allen County.

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CLEARVIEW DRIVE/HILLEGAS ROAD SANITARY SEWER CONTRACT

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	8" PVC SDR 35	1380	LF	\$25.00	\$34,500.00	\$13.95	\$19,251.00	\$16.00	\$22,080.00	\$17.25	
2	MANHOLE TYPE I-A	5	EA	\$1,100.00	\$5,500.00	\$1,210.00	\$6,050.00	\$1,200.00	\$6,000.00	\$1,035.00	
3	STD CFW CLEANOUT	2	EA	\$700.00	\$1,400.00	\$195.00	\$390.00	\$250.00	\$500.00	\$300.00	
4	6" TAP INCLUDING PERMIT	7	EA	\$200.00	\$1,400.00	\$250.00	\$1,750.00	\$125.00	\$875.00	\$100.00	
5	SEED AND MULCH	1	LS	\$2,000.00	\$2,000.00	\$1,665.00	\$1,665.00	\$1,725.00	\$1,725.00	\$2,400.00	
6	ASPHALT REPAIR	20	SY	\$30.00	\$600.00	\$35.00	\$700.00	\$18.75	\$375.00	\$35.00	
7	SPECIAL BACKFILL #53-#73 STON	175	CY	\$16.35	\$2,861.25	\$20.00	\$3,500.00	\$13.50	\$2,362.50	\$11.50	
	<b>TOTAL BID</b>				<b>\$48,281.25</b>		<b>\$33,306.00</b>		<b>\$33,917.50</b>		
CONSTRUCTION		SCHEIDLEMAN EXCAVATING		LIBERTY CONSTRUCTION		KREAGER BROS.		SOILS AND EXCAVATING		ENGINEERING EXCAVATING	
EXTENSION		UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
\$23,805.00	\$17.65	\$24,357.00	\$17.80	\$24,564.00	\$17.50	\$24,160.00	\$21.00	\$28,980.00	\$19.50	\$26,910.00	
\$5,175.00	\$1,265.00	\$6,325.00	\$1,350.00	\$6,750.00	\$1,400.00	\$7,000.00	\$1,100.00	\$5,500.00	\$1,224.00	\$6,120.00	
\$600.00	\$100.00	\$200.00	\$400.00	\$800.00	\$175.00	\$350.00	\$400.00	\$800.00	\$331.00	\$662.00	
\$700.00	\$125.00	\$875.00	\$70.00	\$490.00	\$220.00	\$1,540.00	\$60.00	\$420.00	\$130.00	\$910.00	
\$2,400.00	\$500.00	\$500.00	\$1,338.00	\$1,338.00	\$1,700.00	\$1,700.00	\$1,200.00	\$1,200.00	\$1,533.00	\$1,533.00	
\$700.00	\$28.00	\$560.00	\$22.00	\$440.00	\$50.00	\$1,000.00	\$24.00	\$480.00	\$40.00	\$800.00	
\$2,012.50	\$16.00	\$2,800.00	\$17.19	\$3,008.25	\$16.00	\$2,625.00	\$8.00	\$1,400.00	\$15.90	\$2,782.50	
\$35,392.50		\$35,617.00			<b>\$37,390.25</b>		<b>\$38,365.00</b>		<b>\$38,780.00</b>		<b>\$39,717.50</b>

Read the first time in full and on motion by Redd,  
seconded by Edmonds, and duly adopted, read the second time by  
title and referred to the Committee on Gia Quinta (and the  
City Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Common Council Conference Room 128, City-County  
Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_, day  
of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock M., E.S.T.

DATED: 12-10-91

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns,  
seconded by Edmonds, and duly adopted, placed on its passage.  
PASSED LOST by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>9</u>			
<u>BRADBURY</u>	<u>/</u>			
<u>BURNS</u>	<u>/</u>			
<u>EDMONDS</u>	<u>/</u>			
<u>GiaQUINTA</u>	<u>/</u>			
<u>HENRY</u>	<u>/</u>			
<u>LONG</u>	<u>/</u>			
<u>REDD</u>	<u>/</u>			
<u>SCHMIDT</u>	<u>/</u>			
<u>TALARICO</u>	<u>/</u>			

DATED: 12-26-91

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,  
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)  
(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. S-338-91  
on the 26th day of December, 1991

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on  
the 27th day of December, 1991,  
at the hour of 1:30 o'clock P. M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 3rd day of January,  
1992, at the hour of 11:55 o'clock A M., E.S.T.

Paul Helmke  
PAUL HELMKE, MAYOR

Admn. Appr.

TITLE OF ORDINANCE: Contract for Res. #915-91, Clearview Drive/Hillegas Road (Edlu Drive) Sanitary Sewer Improvement

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: The Contract for Res. #915-91, Clearview Drive/Hillegas Road (Edlu Drive) is for the construction of a sanitary sewer more specifically described as follows:

MAINLINE DESCRIPTION: Beginning at Structure #1 seventy (70') feet West of the West right-of-way line of Moore Drive and thirty-nine (39') feet South of the North right-of-way of Butler Road; thence North a distance of four hundred (400') feet to a Structure #2; thence North a distance of one hundred eighty-five (185') feet to Structure #3; thence West a distance of four hundred (400') feet to Structure #4; thence West a distance of one hundred sixty-five (165') feet to Structure #5; thence North a distance of one hundred eighty (180') feet to cleanout #2.

LATERAL A: Beginning at the aforementioned Structure #3; thence North a distance of fifty (50') feet to cleanout #1.

Said sewer shall be 8" in diameter.

*D-91-12-34*

Dave's Excavating, Inc., is the contractor.

EFFECT OF PASSAGE: Installation of sanitary sewer at above location.

EFFECT OF NON PASSAGE:

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$33,306.00

ASSIGNED TO COMMITTEE:

BILL NO. S-91-12-34

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN  
CHARLES B. REDD, VICE CHAIRMAN  
EDMONDS, LONG, SCHMIDT

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (RESOLUTION) approving CONTRACT FOR  
RES. #915-91, CLEARVIEW DRIVE/HILLEGAN ROAD (EDLU DRIVE)  
SANITARY SEWER IMPROVEMENT between DAVE'S EXCAVATING, INC. and  
the City of Fort Wayne, Indiana, in connection with the Board  
of Public Works

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) (RESOLUTION)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

*Sandra Kennedy*  
*Samuel J. Tolman*  
*RSS*  
*J. G. Brashaw*

DATED: 12-19-91.

Sandra E. Kennedy  
City Clerk